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Attorneys for Plaintiffs, ELI MATTHEWS

UNITED STATES DISTRICT COURT

THE CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

ELI MATTHEWS, an individual,
Plaintiff,

v.

COUNTY OF LOS ANGELES, a
public entity; LOS ANGELES
COUNTY SHERIFF'S
DEPARTMENT, a public entity,
JAIME ROMERO, individually;
ALBERT MACIAS, individually;
DAVID VEGA, individually; HILDA
RUIZ, individually; ABEL
SANDOVAL, individually; DANIEL
CONTRERAS, individually; and
DOES 1-10, inclusive, individuals,

Defendants.

CASE NO. 2:24-cv-01483-SVW-KS
*[Assigned to the Hon. Stephen V. Wilson,
District Judge; Referred to the Hon. Karen
L. Stevenson, Magistrate Judge]*

DISCOVERY MATTER

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

Action Filed: February 22, 2024

1. PURPOSES AND LIMITATIONS/GOOD CAUSE STATEMENT

A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following

1 Stipulated Protective Order. The parties acknowledge that this Order does not confer
2 blanket protections on all disclosures or responses to discovery and that the protection
3 it affords from public disclosure and use extends only to the limited information or
4 items that are entitled to a confidential treatment under the applicable legal principles.
5 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
6 Protective Order does not entitle them to file confidential information under seal; Civil
7 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
8 will be applied when a party seeks permission from the court to file material under seal.

9 **B. GOOD CAUSE STATEMENT**

10 Plaintiffs and the individual Defendants may produce certain documents in this
11 case that contain personal medical, employment or financial information. Such
12 information may implicate the privacy interests of the party and are properly protected
13 through a Fed. R. Civ. P. 26(c) protective order. *Seattle Times Co. v. Rhinehart*, 467
14 U.S. 20, 35 n.21 (1984) (“Rule 26(c) includes among its express purposes the
15 protection of a ‘party or person from annoyance, embarrassment, oppression or undue
16 burden or expense.’ Although the Rule contains no specific reference to privacy or to
17 other rights or interests that may be implicated, such matters are implicit in the broad
18 purpose and language of the Rule.”); *Soto v. City of Concord*, 162 F.R.D. 603, 617
19 (N.D. Cal. 1995) (a party’s privacy rights are to be protected through a “carefully
20 crafted protective order.”).

21 As Plaintiffs are seeking and Defendants may produce, among other things,
22 internal, security sensitive, third party and law enforcement private and confidential
23 information, administrative, personnel and institutional documents, which contain
24 sensitive information that the County of Los Angeles believes need special protection
25 from public disclosure. The documents identified in this Protective Order, which
26 Defendants believe in good faith constitute or embody confidential information which
27 the County of Los Angeles maintains as strictly confidential and are otherwise
28 generally unavailable to the public, or which may be privileged or otherwise protected

1 from disclosure under state or federal statutes, court rules, case decisions, or common
2 law, are therefore entitled to heightened protection from disclosure.

3 **2. DEFINITIONS**

4 2.1 Action: this pending federal law suit.

5 2.2 Challenging Party: a Party or Non-Party that challenges the designation
6 of information or items under this Order.

7 2.3 “CONFIDENTIAL” Information or Items: information (regardless of the
8 medium or how generated, stored, or maintained) or tangible things that qualify for
9 protection under Federal Rule of Civil Procedure 26(c), as specified above in the Good
10 Cause Statement, and other applicable federal privileges.

11 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
12 support staff).

13 2.5 Designating Party: a Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as
15 “CONFIDENTIAL.”

16 2.6 Disclosure or Discovery Material: all items or information, regardless of
17 the medium or manner generated, stored, or maintained (including, among other things,
18 testimony, transcripts, or tangible things), that are produced or generated in disclosures
19 or responses to discovery in this matter.

20 2.7 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
22 expert witness or as a consultant in this Action.

23 2.8 House Counsel: attorneys who are employees of a Party to this Action.
24 House Counsel does not include Outside Counsel of Record or any other outside
25 counsel.

26 2.9 Non-Party: any natural person, partnership, corporation, association, or
27 other legal entity not named as a Party to this action.

28 2.10 Outside Counsel of Record: attorneys who are not employees of a party

1 to this Action but are retained to represent or advise a party to this Action and have
2 appeared in this Action on behalf of that party or are affiliated with a law firm which
3 has appeared on behalf of that party, and includes support staff.

4 2.11 Party: any part to this Action, including all of its officers, directors,
5 employees, consultants, retained experts, and Outside Counsel of Record (and their
6 support staffs).

7 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
8 Discovery Material in this Action.

9 2.13 Professional Vendors: persons or entities that provide litigation support
10 services (e.g., photocopying; videotaping; translating; preparing exhibits or
11 demonstrations; and organizing, storing, or retrieving data in any form or medium) and
12 their employees and subcontractors.

13 2.14 Protected Material: any Disclosure or Discovery Material that is
14 designated as “CONFIDENTIAL.”

15 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
16 from a Producing Party.

17 **3. SCOPE**

18 The protections conferred by this Stipulation and Order cover not only Protected
19 Material (as defined above), but also (1) any information copied or extracted from
20 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
21 Material; and (3) any testimony, conversations, or presentations by Parties or their
22 Counsel that might reveal Protected Material.

23 Any use of Protected Material at trial shall be governed by the Orders of the trial
24 judge. This Order does not govern the use of Protected Material at trial.

25 **4. DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
28 in writing or a court order otherwise directs. Final disposition shall be deemed to be

1 the later of (1) dismissal of all claims and defenses in this Action, with or without
2 prejudice; and (2) final judgment herein after the completion and exhaustion of all
3 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
4 for filing any motions or applications for extension of time pursuant to applicable law.

5 6 **5. DESIGNATING PROTECTED MATERIAL**

7 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

8 Each Party or Non-Party that designates information or items for protection under this
9 Order must take care to limit any such designation to specific material that qualifies
10 under the appropriate standards. The Designating Party must designate for protection
11 only those parts of material, documents, items, or oral or written communications that
12 qualify so that other portions of the material, documents, items, or communications for
13 which protection is not warranted are not swept unjustifiably within the ambit of this
14 Order.

15 Mass, indiscriminate, or routine designations are prohibited. Designations that
16 are shown to be clearly unjustified, or that have been made for an improper purpose
17 (e.g., to unnecessarily encumber the case development process or to impose
18 unnecessary expenses and burdens on other parties) may expose the Designating Party
19 to sanctions.

20 If it comes to a Designating Party's attention that information or items that it
21 designated for protection do not qualify for protection, that Designating Party must
22 promptly notify all other parties that it is withdrawing the inapplicable designation.

23 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this
24 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
25 or ordered, Disclosure or Discovery Material that qualifies for protection under this
26 Order must be clearly so designated before the material is disclosed or produced.

27 Designation in conformity with this Order requires:

- 28 (a) for information in documentary form (e.g., paper or electronic

1 documents, but excluding transcripts of depositions or other pretrial or trial
2 proceedings), that the Producing Party affix at a minimum, the legend
3 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
4 contains protected material. If only a portion or portions of the material on a page
5 qualifies for protection, the Producing Party also must clearly identify the protected
6 portion(s) (e.g., by making appropriate markings in the margins).

7 A Party or Non-Party that makes original documents available for inspection
8 need not designate them for protection until after the inspecting Party has indicated
9 which documents it would like copied and produced. During the inspection and before
10 the designation, all of the material made available for inspection shall be deemed
11 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
12 copied and produced, the Producing Party must determine which documents, or
13 portions thereof, qualify for protection under this Order. Then, before producing the
14 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
15 to each page that contains Protected Material. If only a portion or portions of the
16 material on a page qualifies for protection, the Producing Party also must clearly
17 identify the protected portion(s) (e.g., by making appropriate markings in the margins).
18 Markings added to documents pursuant to this paragraph shall not obscure the content
19 or text of the documents produced.

20 (b) for testimony given in depositions that the Designating Party
21 identifies on the record, before the close of the deposition as protected testimony.
22 Photographs, video or audio footage taken at a deposition may not be used for any
23 purpose other than litigating this lawsuit. The parties agree to refrain from directly or
24 indirectly disclosing or publicly disseminating deposition testimony, and/or
25 photographs, video or audio footage obtained through the course of discovery or
26 otherwise, specifically including, but not limited to, print and online media
27 organizations, or any other internet posting or social media. If any party intends to use
28 such materials for any purpose other than litigating this lawsuit, the party seeking

1 public disclosure must first seek approval from the Court.

2 (c) for information produced in some form other than documentary and
3 for any other tangible items, that the Producing Party affix in a prominent place on the
4 exterior of the container or containers in which the information or item is stored the
5 legend “CONFIDENTIAL.” If only a portions or portions of the information or item
6 warrant protection, the Producing Party, to the extent practicable, shall identify the
7 protected portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
9 failure to designate qualified information or items as “CONFIDENTIAL” does not,
10 standing alone, waive the Designating Party’s right to secure protection under this
11 Stipulation and its associated Order for such material. Upon timely correction of a
12 designation, the Receiving Party must make reasonable efforts to assure that the
13 material is treated in accordance with the provisions of this Order.

14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
16 designation of confidentiality at any time that is consistent with the Court's Scheduling
17 Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
19 resolution process under Local Rule 37.1 *et seq*.

20 6.3 The burden of persuasion in any such challenge proceeding shall be on the
21 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
22 to harass or impose unnecessary expenses and burdens on other parties) may expose
23 the Challenging Party to sanctions. Unless the Designating Party has waived or
24 withdrawn the confidentiality designation, all parties shall continue to afford the
25 material in question the level of protection to which it is entitled under the Producing
26 Party’s designation until the Court rules on the challenge.

27 6.4 Withdrawal of “CONFIDENTIAL” Designation. At its discretion, a
28 Designating Party may remove Protected Material from some or all of the protections

1 and provisions of this Stipulated Protective Order at any time by any of the following
2 methods:

3 (a) Express Written Withdrawal. A Designating Party may withdraw a
4 “CONFIDENTIAL” designation made to any specified Protected Material from some
5 or all of the protections of this Stipulated Protective Order by an express withdrawal in
6 writing signed by the Designating Party or Designating Party’s counsel (but not
7 including staff of such counsel) that specifies and itemizes the Disclosure or Discovery
8 Material previously designated as Protected Material that shall not longer be subject to
9 some or all of the provisions of this Stipulated Protective Order. Such express
10 withdrawal shall be effective when transmitted or served upon the Receiving Party. If
11 a Designating Party is withdrawing Protected Material from only some of the
12 provisions/protections of this Stipulated Protective Order, the Designating Party must
13 state which specific provisions are no longer to be enforced as to the specified material
14 for which confidentiality protection hereunder is withdrawn: otherwise, such
15 withdrawal shall be construed as a withdrawal of such material from all of the
16 protections/provisions of this Stipulated Protective Order;

17 (b) Express Withdrawal on the Record. A Designating Party may withdraw
18 a “CONFIDENTIAL” designation made to any specified Protected Material from all
19 of the provisions/protections of this Stipulated Protective Order by verbally consenting
20 in court proceedings on the record to such withdrawal – provided that such withdrawal
21 specifies the Disclosure or Discovery Material previously designated as Protected
22 Material shall no longer be subject to any of the provisions of this Stipulation and
23 Order;

24 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is
26 disclosed or produced by another Party or by a Non-Party in connection with this
27 Action only for prosecuting, defending, or attempting to settle this Action. Such
28 Protected Material may be disclosed only to the categories of persons and under the

1 conditions prescribed in this Order. When the Action has been terminated, a Receiving
2 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
7 otherwise ordered by the Court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
9 only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
11 as employees of such Counsel to whom it is reasonably necessary to disclose the
12 information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of the
14 Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this Action and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this Action and who have
22 signed the “ Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
27 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
28 not be permitted to keep any confidential information unless they sign the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
2 by the Designating Party or ordered by the court. Pages of transcribed deposition
3 testimony or exhibits to depositions that reveal Protected Material may be separately
4 bound by the court reporter and may not be disclosed to anyone except as permitted
5 under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
9 **IN OTHER LITIGATION**

10 If a Party is served with a subpoena or a court order issued in other litigation that
11 compels disclosure of any information or items designated in this Action as
12 “CONFIDENTIAL,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification shall
14 include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order to
16 issue in the other litigation that some or all of the material covered by the subpoena or
17 order is subject to Protective Order. Such notification shall include a copy of this
18 Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be pursued by
20 the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served with
22 the subpoena or court order shall not produce any information designated in this action
23 as “CONFIDENTIAL” before a determination by the court from which the subpoena
24 or order issued, unless the Party has obtained the Designating Party’s permission. The
25 Designating Party shall bear the burden and expense of seeking protection in that court
26 of its confidential material and nothing in these provisions should be construed as
27 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive
28 from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulation and Order, the Receiving Party must immediately: (a) notify in writing the
5 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
6 unauthorized copies of the Protected Material, (c) inform the person or persons to
7 whom unauthorized disclosures were made of all the terms of this Order, and (d)
8 request such person or persons execute the Acknowledgement and Agreement to Be
9 Bound” that is attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection,
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
16 may be established in an e-discovery order that provides for production without prior
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
18 parties reach an agreement on the effect of disclosure of a communication or
19 information covered by the attorney-client privilege or work product protection, the
20 parties may incorporate their agreement in the stipulated protective order submitted to
21 the court.

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in this
28 Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2 12.3 Filing of Protected Material. A party that seeks to file under seal any
3 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
4 only be filed under seal pursuant to a court order authorizing the sealing of the specific
5 Protected Material at issue. If a Party's request to file Protected Material under seal is
6 denied by the court, then the Receiving Party may file the information in the public
7 record unless otherwise instructed by the court.

8 **13. FINAL DISPOSITION**

9 After the final disposition of this Action, as defined in paragraph 4, within 60
10 days of a written request by the Designating Party, each Receiving Party must return
11 all Protected Material to the Producing Party or destroy such material. As used in this
12 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
13 summaries, and any other format reproducing or capturing any of the Protected
14 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
15 must submit a written certification to the Producing Party (and, if not the same person
16 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
17 category, where appropriate) all the Protected Material that was returned or destroyed
18 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
19 compilations, summaries or any other format reproducing or capturing any of the
20 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
21 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
22 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
23 attorney work product, and consultant and expert work product, even if such materials
24 contain Protected Material. Any such archival copies that contain or constitute
25 Protected Material remain subject to this Protective Order as set forth in Section 4
26 (DURATION).

27 Any violation of this Order may be punished by any and all appropriate measures
28 including, without limitation, contempt proceedings and/or monetary sanctions.

Respectfully submitted,

Dated: June 17, 2024

GASTÉLUM LAW, APC

By: /s/ Denisse O. Gastélum

Denisse O. Gastélum, Esq.

Attorneys for Plaintiff,

ELI MATTHEWS

Dated: June 17, 2024

HURRELL CANTRALL LLP

By: /s/ Roy Garcia

Thomas C. Hurrell, Esq.

Roy Garcia, Esq.

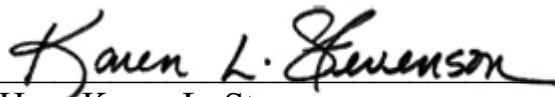
Alexis I. Eka, Esq.

Attorneys for Defendants,

COUNTY OF LOS ANGELES, *et al.*

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: July 11, 2024



Hon. Karen L. Stevenson

United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that
 I have read in its entirety and understand the Stipulated Protective Order that was issued
 by the United States District Court for the Central District of California on [date] in the
 case of _____ [insert formal name of the case and the number and initials
 assigned to it by the court]. I agree to comply with and to be bound by all the terms of
 this Stipulated Protective Order and I understand and acknowledge that failure to so
 comply could expose me to sanctions and punishment in the nature of contempt. I
 solemnly promise that I will not disclose in any manner any information or item that is
 subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order. I further agree to submit to the
 jurisdiction of the United States District Court for the Central District of California for
 the purpose of enforcing the terms of this Stipulated Protective Order, even if such
 enforcement proceedings occur after termination of this action. I hereby appoint
 _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____